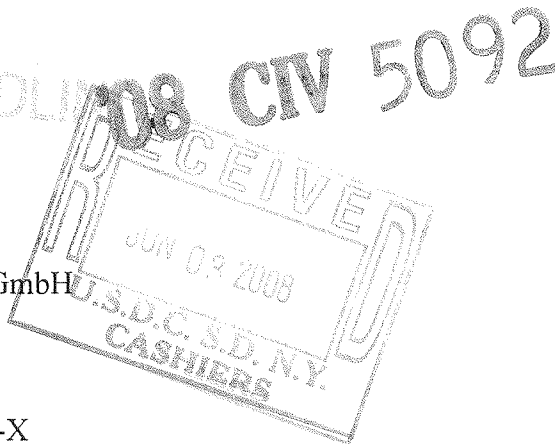


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Attorneys for Plaintiff LPL Projects + Logistics GmbH



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
LPL PROJECTS + LOGISTICS GmbH,

Plaintiff,

- against -

Civil Action No.:

**COMPLAINT**

ALBACOR SHIPPING (USA) INC., TRANS  
AMERICAN INC., TRANS AMERICAN  
TRUCKING SERVICE, INC. and J&R  
SCHUGEL TRUCKING, INC.,

Defendants.  
-----X

Plaintiff LPL Projects + Logistics GmbH ("LPL"), by its attorneys, Clyde & Co US LLP, as and for its Complaint against the Defendants Albacor Shipping (USA) Inc. ("Albacor"), Trans American Inc. ("Trans American"), Trans American Trucking Service, Inc. ("Trans American Trucking") and J&R Schugel Trucking, Inc. ("J&R"), alleges as follows:

1. This is an admiralty and maritime claim within the meaning of Federal Rule of Civil Procedure 9(h) and 28 U.S.C. § 1333.

2. This Court has diversity jurisdiction and, alternatively, federal question jurisdiction pursuant to the Carriage of Goods by Sea Act ("COGSA"), and/or the Carmack Amendment to the Interstate Commerce Act, and/or federal admiralty and maritime common law.

3. At all material times, LPL was and still is an entity duly organized and existing under and by virtue of the laws of Germany, with a principal place of business at Gruener Deich 1, 20097, Hamburg, Germany.

4. Upon information and belief, at all material times, Albacor was and still is an entity duly organized and existing under and by virtue of the laws of the State of New Jersey, with a principal place of business at 180 Franklin Turnpike, Mahwah, New Jersey 07430.

5. Upon information and belief, at all material times, Trans American was and still is an entity duly organized and existing under and by virtue of the laws of the State of New Jersey, with a principal place of business at 115 Saint Nicholas Avenue, South Plainfield, New Jersey 07080.

6. Upon information and belief, at all material times, Trans American Trucking was and still is an entity duly organized and existing under and by virtue of the laws of the State of New Jersey, with a principal place of business at 115 Saint Nicholas Avenue, South Plainfield, New Jersey 07080.

7. Upon information and belief, at all material times, J&R was and still is an entity duly organized and existing under and by virtue of the laws of the State of Minnesota, with a principal place of business at 2026 North Broadway Street, New Ulm, Minnesota 56073.

8. In June 2007, LPL contracted with Albacor to transport two hub-castings from Germany to Cedar Rapids, Iowa (via Baltimore, Maryland). LPL thereafter delivered the hub-castings to Albacor in good order and condition.

9. Upon information and belief, Albacor shipped the hub-castings by sea to the port located in Baltimore, Maryland, and thereafter contracted with Trans American and/or Trans American Trucking to transport the hub-castings by truck from Baltimore to Cedar Rapids, Iowa.

10. When the hub-castings were delivered by the defendants in Cedar Rapids, Iowa on or about June 4, 2007, they were not in the same good order and condition that they were in when they first were delivered to the defendants for carriage, but rather were in a damaged condition.

#### **COUNT I – NEGLIGENCE**

11. LPL repeats, reiterates, and re-alleges each of the allegations set forth in paragraphs 1-10 of this Complaint.

12. The damage to the hub-castings was caused solely by the negligence, recklessness and/or willful misconduct of the Defendants, without any negligence or culpable conduct of LPL contributing thereto.

13. By reason of the negligence, recklessness and/or willful misconduct of the Defendants, LPL sustained damages in the amount of at least \$78,112.50, for which Defendants are jointly and severally liable.

#### **COUNT II – BREACH OF CONTRACT**

14. LPL repeats, reiterates, and re-alleges each of the allegations set forth in paragraphs 1-10 of this Complaint.

15. The Defendants agreed and contracted to transport the hub-castings from Germany to Cedar Rapids, Iowa (via Baltimore, Maryland), and to deliver them in Cedar Rapids, Iowa in the same good order and undamaged condition as they were in when they first were delivered to Albacor for the transportation.

16. The Defendants breached their obligations under said contract of transportation because they failed to deliver the hub-castings in Cedar Rapids, Iowa in good order and condition, but rather delivered them in a damaged condition.

17. As a result of the Defendants' breach of their obligations under the contract of transportation, LPL sustained damages in the amount of at least \$78,112.50.

WHEREFORE, Plaintiff LPL Projects + Logistics GmbH demands judgment against Defendants, jointly and severally, in the amount of at least \$78,112.50, plus interest and the costs of this action, together with such other and further relief as this Court may deem just and proper.

Dated: New York, New York  
June 3, 2008

Respectfully,

By 

Christopher Carlsen (CC 9628)

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